



LOS ANGELES COUNTY

WIA YOUTH PROGRAM BULLETIN

NUMBER: YTH00-04

**SUBJECT: WORKSITE AGREEMENT
REQUIREMENTS**

DATE: 6-7-00

EFFECTIVE DATE: 7-01-00

PAGE 1 OF 4

TO: ALL WIA SERVICE PROVIDERS

The purpose of this bulletin is to advise WIA service providers of the required terms and responsibilities for worksite agreements.

Accompanying this bulletin are various sample forms that are essential to carrying out these procedure. Unless alternative forms are specifically authorized by this Department, in writing, the forms attached herewith must be used.

DEFINITIONS.

WORK EXPERIENCES

Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. As stated in CFR Section 664.470 of the Federal Register, work experience may be paid or unpaid.

Work experience workplaces may be in the private, for-profit sector, the non-profit sector, or the public sector.

Work experiences are designed to enable youth to gain exposure to the working world and its requirements. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. Work experiences may be subsidized or unsubsidized and may include the following elements:

- (1) Instruction in employability skills or generic workplace skills such as those identified by the Secretary's Commission on Achieving Necessary Skills (SCANS);
- (2) Exposure to various aspects of an industry;
- (3) Progressively more complex tasks;
- (4) Internships and job shadowing;
- (5) The integration of basic academic skills into work activities;
- (6) Supported work, work adjustment, and other transition activities;
- (7) Entrepreneurship; and
- (8) Other elements designed to achieve the goals of work experience.

In most cases, on-the-job training is not an appropriate work experiences activity for youth participants under age 18. However, this service strategy may be used for eligible youth when it is appropriate, based on the needs identified by the objective assessment of an individual youth participant. WIA sec. 129(c)(2)(D).

SUMMER WORK EXPERIENCE

Summer youth employment opportunities must link academic and occupational learning as part of the ten core elements. Summer youth employment must provide direct linkages to academic and occupational learning, and may provide other elements and strategies as appropriate to serve the needs and goals of the participants.

The summer youth employment opportunities element is not intended to be a stand-alone program and should integrate a youth's participation in that element into a comprehensive strategy for addressing the youth's employment and training needs.

Youth who participate in summer employment opportunities must be provided with a minimum of twelve months of follow up services, as required in Section 664.450 of the Federal Register. Please note that the youth should also be provided any of the other WIA services based on the documented needs in the ISS and that a minimum of twelve months follow up services must be provided after the youth completes the core service training.

AGENCY RESPONSIBILITIES

1. Recruit and verify participant eligibility.
2. To ensure that the proposed training is appropriate according to the participant's

Objective Assessment.

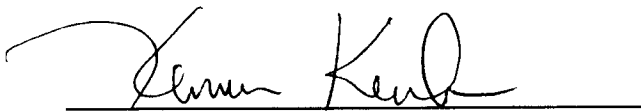
3. To provide the participant and employer with an orientation concerning program rules and requirements.
4. To develop worksites and execute a Worksite Agreement for each work site.
5. To prepare a training plan in conjunction with each of the employer's occupations.
6. To collect and process payroll records and distribute payroll check(s) to supervisor(s) for distribution to participant(s). To negotiate the policy regarding holidays, sick leave and other days not worked.
7. Obtain a written evaluation of the participant's progress from the employer at a minimum of once a month. The evaluation shall include learning work habits, achievement, attendance and work skills proficiency.
8. To conduct a site visit at least once per month while a participant is in training to evaluate progress.
9. To negotiate workers compensation for each participant.
10. To ensure participants do not engage in work related to sectarian or political activities.
11. To contract for or provide BST, GED, ESL or occupational skills training for participants as necessary.

EMPLOYER RESPONSIBILITIES

1. To provide a non-hazardous work environment that lends itself to the development of skills and abilities which are pertinent to private sector employment.
2. To provide adequate supervision at the worksite at all times to ensure productive, safe and meaningful work experience is being obtained by the participant. A one to three supervisory ratio should be the maximum allowable, a one to one ratio is preferable.
3. To provide meaningful workplace experiences consistent with the participant's training plan.

4. To complete a Worksite Agreement document.
5. To attend an orientation provided by the WIA contracted agency. The orientation should provide a description of the program goals, objectives, and requirements prior to placement of participants at the worksite.
6. To maintain and approve participant's time record.
7. To evaluate the participant's progress and certify that the participant has attained pre-identified job skill competencies by the end of training.
8. To ensure that no currently employed, non-participating worker shall be displaced by a participating employee under this Agreement (including partial displacements such as reduction in the hours of non-overtime work, wages or employee benefits).
9. To ensure that no individual will be hired as a participating employee by the employer when any other employee of the Employer is on layoff from the same or substantially equivalent job, or the Employer has terminated the employment of any regular, non-participating employee or otherwise reduce its workforce with the intention of filling the vacancy so created by hiring a participating employee.
10. To notify the WIA Agency, that a participant can no longer benefit from his/her participation in the worksite program, prior to the termination of a participant.

If you have any questions, please contact D.B. QUAN at 213-738-2820.



KENNETH KESSLER, DIRECTOR
WORKFORCE INVESTMENT PROGRAMS

Attachments

(Sample)
PARTICIPANT AGREEMENT

I, _____, agree to participate in the WIA Youth Work
Experience Program provided by _____ (Name of Lead Agency).

MY work experience program will be at: _____

It is located at: _____

Telephone #: (____)_____. My training supervisor is _____

My hours will be from _____ to _____ on the days of: _____,
_____, _____, and _____.

Every _____, I will attend the class from _____ to _____ located at
_____.

It is my responsibility to notify the worksite training supervisor and classroom teacher when I am
sick or absent.

If I take more time off than the employer deems appropriate and/or display unprofessional behavior
on the job, I may be dropped from the program.

I have read and understand this agreement and agree to its conditions.

Date: _____ Name: _____

(Participant's Signature)

(Sample)

**WORKFORCE INVESTMENT ACT (WIA)
YOUTH PROGRAM**

WORKSITE AGREEMENT

This agreement is entered into on this _____ day of _____, 200__, between the _____ and _____, hereinafter referred to as the Employer.

Under the terms of this agreement, the Internship Employer agrees to:

1. Attend an orientation conducted by the _____. The orientation will provide information on all regulations and the _____ policies;
2. Adhere to all applicable laws and regulations for Work Experiences under the Workforce Investment Act (WIA) and Code of Federal Regulations (CFR);
3. Provide work assignments to _____ referred youth. (Participants may range in age from 14-21);
(number of youth)
4. Provide meaningful work experience consistent with the participant's job description as agreed by the Employer and the Youth Work Experiences Training Plan;
5. Provide materials and equipment necessary to the performance of the participant's work assignment;
6. Provide adequate full-time supervision of each participant by qualified supervisors;
7. Ensure adequate substitute supervision when regular supervision is absent;
8. Provide working conditions which ensure a participant environment which is both safe and sanitary;
9. Adhere to all applicable Federal and State Child Labor Laws;
10. Maintain accurate time and attendance records which reflect the time actually worked by the participant. The aforementioned records must be signed at the end of each week by the participant and supervisor, whose signature will verify its accuracy;
11. Maintain a list of participants and their work assignments and schedules at each jobsite;
12. Cooperate fully to provide monitors from the _____ (name of Lead Agency), the County of Los Angeles or Department of Labor, with accessibility to the worksite staff and information pertaining to worksite operation;

13. Make every attempt in retaining the participant at the completion of the internship;

14. Not displace any regular employee by participating in this program.

Under the terms of this Agreement, _____, agrees to:

- a. Provide an orientation to enrollees which explains the program purpose, opportunities available through the program, program procedures which are applicable to the enrollee, enrollee rights and benefits;
- b. Assume responsibility for the orientation of worksite supervisors prior to the beginning of the program;
- c. Maintain accurate and current records of participant eligibility, as per _____ policies and procedures;
- d. Assume the responsibility of timesheet collection and paycheck distribution;
- e. Ensure accident coverage of participants during work hours through worker's compensation as provided by the _____;
- f. Provide the worksite supervisors with appropriate written materials which are necessary to the performance of his/her duties, including a copy of this agreement and the Work Experiences Program regulations and policies; and
- g. Maintain an updated and accurate agreement which reflects current conditions.

Employer & Address: _____

Contact Person: _____

Phone Number: _____

Termination of the Agreement

Failure by either party to comply with any or all of the stipulations set forth in this agreement may be cause to terminate this agreement.

Signature for Employer

Date

Signature for

Date

(Sample) PAYROLL REPORT AND EVALUATION FORM

LAST NAME _____ FIRST _____

INSTRUCTIONS

1. Time working is to be recorded daily and verified by the job supervisor. If the employee works morning and afternoon, a double entry is to be made on the same line.
EXCLUDING the lunch break.
2. Record total hours and quarter hours only (i.e. 15,30,45 min.)
Record as 1/4 fractions (1/4, 1/2, 3/4).
3. Absences are to be recorded by placing the letter "A" in the Hours column. On days that employees would not normally work (legal holidays and weekends), a slash (/) should be recorded.
4. Pay periods end on the 15th and the last day of the month. At the end of each pay period, submit your timesheet immediately to your supervisor or program coordinator.

Pay Period _____

Worksite _____

Supervisor _____

PROGRESS REPORT & EMPLOYEE EVALUATION

Instructions:

Please evaluate the employee for each of the items listed below, on a scale of "1" through "5".

- | | |
|---------------|----------------------|
| 1 - excellent | 3 - average |
| 2 - good | 4 - needs to improve |
| | 5 - poor |

Rating Items

_____ Responsibility
Reports promptly and Follows Directions.

_____ Performance
Demonstrates skill and accuracy.

_____ Cooperation
Gets along well with supervisor and fellow workers.

_____ Initiative
Works with minimum supervision. Starts work without being told.

_____ Appearance
Is appropriately dressed and properly groomed.

REMARKS _____

| Date | From | To | Hours | Supv | Date | From | To | Hours | Supv |
|--------------------|------|----|-------|------|--------------------|------|----|-------|------|
| 1. | | | | | 16. | | | | |
| 2. | | | | | 17. | | | | |
| 3. | | | | | 18. | | | | |
| 4. | | | | | 19. | | | | |
| 5. | | | | | 20. | | | | |
| 6. | | | | | 21. | | | | |
| 7. | | | | | 22. | | | | |
| 8. | | | | | 23. | | | | |
| 9. | | | | | 24. | | | | |
| 10. | | | | | 25. | | | | |
| 11. | | | | | 26. | | | | |
| 12. | | | | | 27. | | | | |
| 13. | | | | | 28. | | | | |
| 14. | | | | | 29. | | | | |
| 15. | | | | | 30. | | | | |
| | | | | | 31. | | | | |
| Total Hours | | | | | Total Hours | | | | |

I verify that I worked the above hours during the current pay period.

Employee Signature _____

Date _____

I verify that the above hours reflect the time the participant was in approved remedial education or working during the current pay period and the evaluation covers the length of time the employee has been under my supervision.

Supervisors/Instructors Signature _____

Date _____

(Sample)
MONTHLY PARTICIPANT EVALUATION REPORT

MONTH: _____

Participant Name: _____ Contract No: _____

Employer: _____

Training Supervisor: Please place a check mark in the box which describes the participant most accurately.

| | Above Average | Average | Needs Improvement |
|--|------------------|---------|----------------------|
| 1. Accuracy & Completeness of Work | | | |
| 2. Quantity of Work | | | |
| 3. Knowledge of job Duties | | | |
| 4. Reliability | | | |
| 5. Initiative | | | |
| 6. Job Attitude/Behavior | | | |
| 7. Organization & Efficiency | | | |
| 8. Appearance & Personal Habits | | | |
| 9. Understanding Instructions | | | |
| 10. Judgement | | | |
| 11. Punctuality/Attendance | | | |
| 12. Courtesy & Cooperation | | | |
| 13. Interpersonal Skills | | | |
| 14. Operation & Maintenance of Equipment | | | |
| 15. Other: _____ | | | |
| OVERALL EVALUATION OF TRAINING: | | | |

COMMENTS: _____

Trainer/Supervisor Signature: _____

Date: _____

Participant Signature: _____